

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON June 29, 2007, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

METROPOLITAN TRANSPORTATION COMMISSION,  
acting as the Bay Area Metropolitan Planning  
Organization, referred to herein as "MTC."

RECITALS

1. The parties hereto entered into an Agreement (Document No. 015446, District Agreement No. 4-1965-C) on November 1, 2002, said Agreement defining the terms and conditions for a project consisting of the installation of improvements at STATE's District 4 office located at 111 Grand Avenue, Oakland, Alameda County, for the purpose of conducting MTC/TravInfo, a public traffic advisory operation, in joint partnership with the STATE's Transportation Management Center, referred to herein as "PROJECT."
2. The purpose of this Amendment No. 1 is to extend the termination date and to update the indemnification articles of said Agreement. It has been determined that the parties hereto desire to continue the joint use of the designated MTC/TravInfo system.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 11 of Section III of the original Agreement is hereby replaced in its entirety as follows:
  11. *Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by MTC under or in connection with any work, authority or jurisdiction conferred upon MTC and arising under this Agreement. It is understood and agreed that MTC shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by MTC under this Agreement.*
2. Article 12 of Section III of the original Agreement is hereby replaced in its entirety as follows:

- 12. Neither MTC nor any Commissioner, officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless MTC and all its Commissioners, officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.*
3. The termination date specified in Section III, Article 15 of the original Agreement shall now be July 1, 2012, instead of July 1, 2007.
4. The other terms and conditions of said Agreement (Document No. 015446) shall remain in full force and effect.

5. This Amendment No. 1 to Agreement is hereby deemed to be a part of Document No. 015446.

STATE OF CALIFORNIA  
Department of Transportation

METROPOLITAN TRANSPORTATION  
COMMISSION

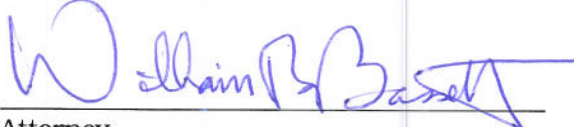
WILL KEMPTON  
Director


By:   
Deputy District Director

By:   
Steve Heminger, Executive Director

Approved as to form and procedure:

Approved as to form:

  
Attorney  
Department of Transportation

  
Cynthia E. Segal, Associate Counsel

Certified as to budgeting of funds:

  
District Budget Manager

Certified as to financial terms and  
policies:

  
Accounting Administrator